

RECEIPT # 20
 AMOUNT \$ 150
 SUMMONS ISSUED Y-5
 LOCAL RULE 4.1
 WAIVER FORM
 MCF ISSUED
 BY DPTY. CLK. M
 DATE 1-5-05

UNITED STATES DISTRICT COURT
 DISTRICT OF MASSACHUSETTS

FILED
 CLERK'S OFFICE
 1-5-05 P 1:12
 U.S. DISTRICT COURT
 DISTRICT OF MASS.

DODORA UNIFIED COMMUNICATIONS, INC.

Plaintiff,

v.

DIRECT INFORMATION PVT. LTD., LOGICBOXES,
 WEBHOSTING.INFO, TRANSECUTE (I) PVT LTD.,
 RESELLERSRS, INC., AND ANSWERABLE, INC.,
 COLLECTIVELY d/b/a "DIRECTI.COM"

Defendants.

Civil Action
 No. _____

05 CV 100 16 NMG

VERIFIED COMPLAINT

MAGISTRATE JUDGE Collings

Introduction

1. Plaintiff Dodora Unified Communications, Inc. ("Dodora") is a Massachusetts company that is licensed and accredited to own, register, and resell internet domain names, which it has done since June of 2001. As of June 2004, Dodora owned or had registered approximately 60,000 domain names. Defendants Direct Information Pvt. Ltd., and its numerous subsidiaries and affiliates including LogicBoxes, webhosting.info, Transecute (I) Pvt. Ltd., ResellerSRS, Inc. and Answerable, Inc., collectively doing business as "Directi.com" (Directi" or "Defendants") wrongfully converted virtually all of Dodora's assets, including approximately 47,000 domain names for customers and approximately \$120,000 in customer fees.

2. Directi converted Dodora's property when it gained access to and control of Dodora from June 2004 to December 2004 as a result of a default judgment wrongfully obtained against Dodora in Texas and as a result of the subsequent appointment of a receiver, who engaged Directi to manage Dodora.

3. Dodora successfully challenged the entry of default judgment and the accompanying appointment of a receiver. As a result, the Texas court vacated the default judgment and dissolved the receivership without approving the receiver's contracts with Directi and without ordering the disposition of any of Dodora's assets.

4. During the period when Directi, one of Dodora's main competitors, had control of Dodora, it stole Dodora's customer base of approximately 47,000 customers and domain names and its operating capital in the amount of at least \$120,000.

5. Since dissolution of the receivership – specifically, in electronic mail communications culminating in a telephone conversation on December 20 – Dodora independently attempted to recover these fees and customers from Directi. Directi refused.

6. Because Directi has retained Dodora's property wrongfully, Dodora brings this action to recover the same and for other appropriate relief.

Jurisdiction and Venue

7. Dodora's claims are within the subject matter jurisdiction of this Court pursuant to 28 U.S.C. § 1332. The amount in controversy exceeds \$75,000. Dodora is a corporation that is organized under the laws of Massachusetts and, on information and belief, all Defendants are corporations that are citizens of foreign states.

8. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a)(2) because Dodora's principal place of business is located in Massachusetts.

Parties

9. Dodora is a corporation organized under the laws of Massachusetts with a principal place of business located at 14 Nicholson Street in Lynn, Massachusetts.

10. Defendant Direct Information Pvt. Ltd. (d/b/a "Directi.com") is a foreign company with a home address of 330, Link-Way Estate, Linking Road, Malad (W), Bombay, Maharashtra, 400 064, India.

11. Defendant LogicBoxes (d/b/a "Directi.com") is a foreign company that, on information and belief, has a home address and principal place of business located at 14781 Memorial Dr., Suite # 792 in Houston, Texas. See Exhibit A, setting forth U.S. phone number with area code (832), a Houston exchange.

12. Defendant ResellerSRS Inc. (d/b/a "Directi.com") is a foreign corporation that, on information and belief, has a home address and principal place of business located at 14781 Memorial Dr., Suite # 792 in Houston, Texas. See Exhibit B, setting forth address provided by Defendant ResellerSRS, Inc. to InterNIC, the Accredited Registrar Directory.

13. Defendant Answerable, Inc. (d/b/a "Directi.com") is a foreign corporation that, on information and belief, has a home address and principal place of business located at 14781 Memorial Dr., Suite # 792 in Houston, Texas.

14. Defendant Transecute (I) Pvt Ltd. (d/b/a "Directi.com") is a foreign company with a home address of 330, Link-Way Estate, Linking Road, Malad (W), Bombay, Maharashtra, 400 064, India.

15. Defendant “webhosting.info” (d/b/a “Directi.com”) is a foreign company that, on information and belief, has a home address and principal place of business located at 14781 Memorial Dr., Suite # 792 in Houston, Texas.

16. Directi, on information and belief, owns and operates each Defendant. Bhavin Turakhia is the owner and Chief Executive Officer of each Defendant. Directi is a major competitor of Dodora and the two businesses compete for the same market.

Facts

17. Dodora is in the business of registering internet domain names. Dodora is an accredited registrar with Internet Corporation for Assigned Names and Numbers (“ICANN”) and a party to VeriSign’s Registry-Registrar Agreement. Pursuant to that agreement, Dodora has the right to login credentials to access the .com and .net registries. Dodora uses its access to these registries to own and register internet domain names for both individuals and companies. A domain name would include, for example, “yahoo.com” or “fleet.com.” Dodora thus owns, controls and manages tens of thousands of domain names in its registrant database as a service for its business customers. Customers pay Dodora a fee for each domain name they register through Dodora’s log-in credentials. Dodora’s customers also pay a fee to maintain “active” registration of domain names (known as “residual income”). Dodora also generates revenue through the sale or “reselling,” usually by auction, of domain names Dodora owns that are otherwise “dormant” and not renewed by customers or that Dodora no longer wishes to own. As of June 2004, when the receiver engaged Directi to manage Dodora, Dodora was earning approximately \$20,000 per month in residual fee income.

18. Dodora maintains a website that is located at <http://www.dodora.net>. That website is operated from a single web server physically located in Lynn, Massachusetts and holds its domain name assets and its registrant/customer database.

19. On March 21, 2003, Plaintiff Compana, LLC ("Compana"), a Nevada limited liability company, filed an Original Petition against Dodora in Texas state court, alleging a complaint sounding in and primarily arising out of an alleged breach of contract.

20. Service was not properly effected and a default judgment was entered against Dodora on June 6, 2003 without Dodora's knowledge.

21. Compana executed on its judgment by having a receiver appointed by a Texas Court in January of 2004. The receiver seized Dodora's license to use its internet registration systems, held with both VeriSign and ICANN, in a bid to generate revenue to satisfy the Texas judgment.

22. The receiver, Michael S. Bernstein, P.C. (a Garland, Texas attorney), then exercised control of certain assets and contractual rights of Dodora, specifically its log-in credentials under Dodora's Registrar Accreditation Agreement with ICANN and VeriSign. With these log-in credentials, the receiver gained control of Dodora's entire internet business, the revenues from Dodora's residual income, and access to Dodora's customer/registant database.

23. The receiver contracted with Defendants Direct Information Pvt. Ltd. and Logicboxes (and, on information and belief, the other named Defendants) to operate and maintain Dodora's business in approximately June of 2004. A copy of these contracts is attached as Exhibit C. Both of these contracts were, by their terms, explicitly conditioned

upon and “subject to Court approval.” Id. Through these purported contracts, Defendants gained access and title to Dodora’s property, specifically its “.net” and “.com” domain names and Dodora’s registrant database (including accompanying customer renewal information), which contained approximately 60,000 domain names as of June 2004. Directi also received the residual income paid to Dodora on a monthly basis by its clients. On information and belief, this income has totaled approximately \$120,000 to date, for the six-month period that Defendants controlled Dodora’s assets. Directi also received all electronic mail communications directed towards the “dodora.net” and “dodora.com” domains by Dodora’s customers.

24. Dodora successfully challenged the appointment of the receiver in Texas, and the services performed by the receiver were never approved by the Texas court. See Texas Court’s order vacating the default judgment, dismissing Compana’s claims, and rejecting any and all contracts that the receiver may have entered, including the receiver’s contracts with Directi. See Exhibit D. Directi was notified of the Texas Court’s Order, and the obligation to return Dodora’s property to Dodora. See Exhibit E.

25. Directi and all other Defendants thus no longer have (and never had) any valid contractual claim to retain Dodora’s residual income which it received and held on behalf of Dodora, to take domain names previously owned by Dodora and Dodora’s customers, or to access or retain the electronic mail communications from Dodora’s customers to Dodora.

26. Directi and all other Defendants similarly have no equitable claim to retain any portion of Dodora’s residual income funds, or any of Dodora’s “.com” and “.net” domain name assets, because Defendants have effectively been a passive recipient of this

income and have not performed any services that would justify payment of any part of Dodora's residual income.

27. Since the Texas Court vacated the default judgment, Dodora has independently communicated with and made a demand upon Defendants, through their Chief Executive Officer, Bhavin Turakhia, for the return of its ".com" and ".net" domain assets, its residual income funds, and its e-mail, currently in the possession of Defendants and under Mr. Turakhia's control.

28. On December 20, Defendants wrongfully refused to return Dodora's income and assets, causing Dodora substantial damages. Directi has wrongfully converted thousands of Dodora's customers into Directi customers. Following dissolution of the Texas receivership in December 2004, Dodora's registrant database of domain names was returned. Dodora's database of domain names had dwindled from 60,000 as of June 2004 to approximately 13,000 upon its return in December 2004. Directi improperly took ("re-registered") these domain names, including "harponit.com," "tcmusictogether.com" and thebirthdayclub.net" which were all under Dodora's ownership and control before Directi gained access to Dodora's customer/registant database. See Exhibit F, copies of current registrar information for these domain names. On information and belief, Directi has electronically converted all of the 47,000 missing domain names through improper copying and use of Dodora's registrant/customer database.

29. Defendants have further harmed Dodora in their mismanagement of Dodora's client accounts, creating doubt for Dodora's customers about the validity of their access to domain names. See, e.g. correspondence received by Dodora from

Miroslav Cvach, setting forth problems with Directi's management of domain name accounts a copy of which is attached as Exhibit G. Finally, Directi's actions have created uncertainty for Dodora's customers, preventing them from making payments properly due and owing to Dodora. See, e.g. correspondence received by Dodora from Joyce Corey, from pool.com, a copy of which is attached as Exhibit H.

30. Directi has also wrongfully converted at least \$120,000 in residual income fees that Dodora was paid or should have been paid during the period June to December 2004.

31. Dodora will be irreparably harmed if it does not promptly receive these assets from Defendants, especially the ".com" and ".net" domain names which it regularly re-registers for customers in exchange for a fee. Dodora is a start-up company and it is not likely to survive without the immediate return of these assets and its funds.

COUNT I

(Declaratory Judgment Pursuant to 28 U.S.C. § 2201 / M.G.L. c. 231A)

32. Dodora incorporates by reference its allegations made in paragraphs 1-31, above.

33. There is an actual controversy over the rights to the domain name assets currently held by Directi that were previously owned and controlled by Dodora.

34. Based on the clear evidence, this Court should enter an order declaring Dodora's clear title to and ownership of all of the domain name assets that have been taken by Directi since June of 2004.

COUNT II

(Conversion)

35. Dodora incorporates by reference its allegations made in paragraphs 1-34, above.

36. By retaining Dodora's ".com" and ".net" domain name assets and residual income after a demand for their return, Defendants have intentionally exercised an act of ownership over them.

37. Defendants currently have control over Dodora's ".com" and ".net" domain name assets and residual income.

38. Due to the dismissal of the Texas default judgment and the dissolution of the receivership, Defendants have no current right of possession of Dodora's property.

39. Dodora has been and will continue to be damaged by Defendants refusal to return Dodora's assets.

COUNT III

(Money Had and Received/Unjust Enrichment)

40. Dodora incorporates by reference its allegations made in paragraphs 1-39, above.

41. In the absence of a valid and vested contractual right, Defendants have obtained and accepted Dodora's residual income and Dodora's title to domain name assets, and have benefited from their possession of the same, without incurring any burden or consideration in the form of labor or service or providing any benefit to Dodora.

42. Under all of the facts and circumstances, Dodora's residual income and Dodora's title to domain name assets should be returned to Dodora.

43. Dodora has been and will continue to be damaged by Defendants refusal to return Dodora's assets.

COUNT IV

(Interference with Advantageous Business Relations)

44. Dodora incorporates by reference its allegations made in paragraphs 1-43, above.

45. Dodora had a business relationship and/or contemplated contracts with its customers in the likely re-registration of thousands of domain names on their behalf, from which Dodora economically gained in the form of residual income.

46. Directi knew about these relationships.

47. By taking and converting Dodora's domain names into its own registrar database, without a legal basis for doing so, Directi intentionally interfered with these business relationships between Dodora and its customers and did so using improper means.

48. As a result of Directi's conduct, Dodora has been harmed and lost its business advantage, including but not limited to the loss of proprietary customer information such as renewal dates and the residual income that Dodora has a right to receive from these customers.

COUNT V

(Injunctive Relief)

49. Dodora incorporates by reference its allegations made in paragraphs 1-48,

above.

50. Defendants should be enjoined from accessing, encumbering, transferring, assigning, conveying and/or taking title, use, occupancy, possession or any other interest in the property of Dodora, because their prior access to such property was based upon a receivership that has been legally dissolved; and, further, that property should be returned to Dodora and Dodora should be placed in its position status quo *ante* the appointment of the Texas receiver.

COUNT VI

(Violation of M.G.L. c. 93A, § 11)

51. Dodora incorporates by reference its allegations made in paragraphs 1-50, above.

52. As set forth above, Defendants have engaged in unfair or deceptive acts or practices while in the conduct of trade or commerce, in violation of M.G. L. c. 93A.

53. Defendants' unfair and deceptive acts or practices in violation of M.G. L. c.93A occurred primarily and substantially in Massachusetts as Dodora and its computer servers containing its customer database have at all times been based in Massachusetts.

54. The Defendants' unfair and deceptive acts or practices in violation of M.G.L. c.93A were knowing and willful.

55. Defendants' unfair and deceptive acts or practices in violation of M.G. L. c.93A caused Plaintiff to suffer damages.

WHEREFORE, Dodora respectfully requests that this Court:

- A. enjoin Defendants from accessing, conveying, transferring, assigning, or encumbering the assets of Dodora, or, if such a conveyance, transfer, assignment, or encumbrance has occurred, declare such conveyance,

transfer, assignment, encumbrance or sale to be null and void and without the authority of law;

- B. order Defendants immediately (i) to return Dodora's ".net" and ".com" domain names with its registrant/customer database, and all accompanying login credentials, rights and title necessary to access and operate the registrant/customer database; (ii) to pay any transfer fees or other administrative costs associated with the return of these domain names to Dodora; (iii) to purge any and all such information contained in Directi's files concerning Dodora's domain names and its registrant/customer database (including but not limited to customer information such as renewal dates); (iv) to return Dodora's electronic mail communications directed to the "dodora.com" and "dodora.net" domains since June of 2004; and (v) to return Dodora's residual income and any other funds received on Dodora's behalf from its customers since June of 2004;
- C. award both common law and statutory damages as appropriate, including but not limited to applicable double or treble damages, attorneys' fees and pre- and post-judgment interest;
- D. declare that Dodora owns clear title to domain names provided from Dodora's registrant database to Directi since June 15, 2004 that remain in Directi's possession, which declaration is or may be necessary to present to third parties, including but not limited to ICANN and VeriSign, to secure the transfer of Dodora's customer domain names back to Dodora; and
- E. award such other and further relief as the Court may deem just and proper.

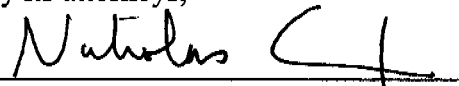
JURY DEMAND

Plaintiff requests a trial by jury on all counts so triable.

Respectfully submitted,

DODORA UNIFIED COMMUNICATIONS, INC.

By its attorneys,


Nicholas B. Carter (BBO # 561147)
Raymond P. Ausrotas (BBO # 640315)
TODD & WELD LLP
28 State Street, 31st Floor
Boston, MA 02109
(617) 720-2626

Dated: January 5, 2005

VERIFICATION

I, Ronald Garraud , state under pains and penalties of perjury that I have read the foregoing Verified Complaint and that the factual allegations contained therein are true and accurate to the best of my knowledge, information and belief.

Signed under the pains and penalties of perjury this 5 day of January, 2005.

A handwritten signature in black ink, appearing to read 'Ronald Garraud', is written over a horizontal line.

Ronald Garraud, CEO
Dodora Unified Communications, Inc.



[Home](#) [Domain Registrar Automation](#) [Hosting Automation](#) [About LogicBoxes](#) [Contact Us](#)

Home : Contact LogicBoxes

Contact our Sales division via email, chat, telephone or simply fill in our online enquiry from below us to assist you in obtaining and/or managing your ICANN Accreditation effectively.

MSN ID: sales@logicboxes.com

Sales Contact Email: sales@logicboxes.com

Telephone:

India:

Tel: +91 (22) 5679 7575
Fax: +91 (22) 5679 7504

USA:

Tel: +1 (832) 295 1535
Fax: +1 (320) 210 5146

ONLINE ENQUIRY FORM:

Company Name *	<input type="text"/>
Company URL *	<input type="text" value="http://"/>
Primary Business *	<div>Web Hosting Company Domain Name Reseller ccTld Registrar ICANN Accredited Registrar Start - Up Others</div> <div>If Other, Please specify <input type="text"/></div>
Country	<div>[Select Country]</div>
No of Domain Currently Managed *	<input type="text"/>
Contact Person *	<div>Mr. <input type="text"/></div>
Email Address *	<input type="text"/>
Daytime Phone	<input type="text"/>
Evening Phone	<input type="text"/>
Solution Interested In *	<div>ICANN Consultancy Orderbox Hosting Automation</div>
Specific Notes	<div><input type="text"/></div>
Where Did U Hear About Us?	<div>Please Specify <input type="text"/></div> <div>If Other, Please specify <input type="text"/></div>
<div><input type="button" value="Submit"/> <input type="button" value="Reset"/></div>	

InterNIC

[Home](#)[Registrars](#)[FAQ](#)[Whois](#)

The Accredited Registrar Directory:

The information that appears for each registrar, including the referral web address and contact information, has been provided by each individual registrar.

Registrar Contact Information

(no logo available) **ResellerSRS Inc dba <http://www.ResellerSRS.com>**
14781 Memorial Dr., Suite # 792
Houston, Texas 77079

United States
Houston, TX: +1 (832) 615 1680, Miami, FL: +1 (305)
503 6155
sales@resellersrs.com

ResellerSRS is amongst the top ten fastest growing Domain Name Registrars Worldwide. ResellerSRS's strategy focuses on RESELLERS, LOW COST and EASE-OF-USE. With complete INFINITE LEVEL Reseller management control panels, THE LOWEST pricing, Complete BRANDING, flexibility to Customize the Look and feel of interfaces for you, your Sub-Resellers, their Sub-Resellers and so on, and FREE Comprehensive API Kits in PHP, Perl, ASP.NET, Java, ResellerSRS ensures maximizing your profits. ResellerSRS provides hundred's of features to its entire Reseller Chain, enabling them to do Smarter Business. At ResellerSRS, we strive to provide you innovative features on an ongoing basis. We are the FIRST and ONLY Registrar to offer 100% Whois Branding and Customization on a per Domain Basis. This would mean that you can add your own pictures, flash presentation, For-Sale Links in the whois customized for every domain name. We are also the FIRST to offer MULTILINGUAL Control Panels and completely automated billing systems that support EVERY Currency in the world.

This page last updated on Thursday, 23-December-2004

DIRECTI - DODORA BATCH POOL AGREEMENT

This agreement is entered into and effective from the 15 day of June, 2004, between DIRECT INFORMATION PRIVATE LIMITED – a Company Registered and Incorporated under the provisions of the Companies Act, 1956 having its Registered Office at 102 Osia Friendship 4th Gaothan Lane Off: J. P. Road Opp. Ram Mandir Andheri (West) Mumbai 400 053 India (hereinafter referred to as "Directi") and Michael S. Bernstein, in his capacity as Receiver for Dodora Unified Communications, Inc. in Cause No. CC-03-3182-E in County Court at Law Number Five, Dallas County; *Compana, LLC v. Dodora Unified Communications, Inc.*

This agreement is subject to Court Approval in cause number CC-03-3182-E in County Court at Law Number Five, Dallas County; *Compana, LLC v. Dodora Unified Communications*. This agreement terminates when the judgment in Cause No. CC-03-3182-E is satisfied or settled.

Dodora is an ICANN accredited domain name Registrar. Directi provides Domain Backorder Services.

The parties desire to form a relationship in which Dodora will allow Directi to exclusively use Dodora's allotted Registry Registrar Protocol (RRP) connections to the Verisign Registry's Shared Registration System Batch Pool ("Batch pool") for assistance in registering deleted domain names.

TERM:

This agreement shall commence on the Effective Date indicated above and will continue for 90 days. Unless terminated by its terms or by the parties, this contract shall renew for additional periods of 90 days.

SERVICES:

Directi will have the exclusive right to the Batch Pool connections of Dodora during the term of this agreement. Directi may partner with Service Providers for using these Batch Pool connections,

Dodora will be notified for each name Registered through Dodora's Batch Pool connections. Dodora acknowledges that it will maintain sufficient balance with the Registry at anytime in order to allow for smooth Domain Registration. Directi will pay Dodora such fees in advance of the due date for the fees.

FEES:

The receiver, on behalf of Dodora, will receive a Commission of 75% of the gross monthly revenue generated by Directi, plus \$6 per domain name registered through Dodora's Batch Pool connections, payable by the 10th of each month for the previous month.

to this agreement, in whole or in part, with the

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of California without reference to rules governing choice of law. Any action relating to this agreement must be brought in Superior Court of the State of California in and for the County of San Diego. Direct reserves the right to enforce the law in any court of competent jurisdiction where the Registered Corporate/Branch Office, or Place of Management of the Company is situated as per the laws of that Country/State/District.

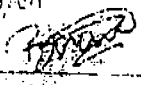
ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties for the purpose of

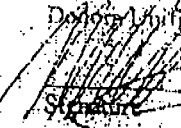
This is the complete and exclusive agreement between the parties with respect to the subject matter herein, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter.

SIGNATURES

Direct


Signature: BHAVIN TURAKHIA
Print Name: BHAVIN TURAKHIA
Date: 6/15/04

Dedora Unified Communications, Inc.


Signature: Michael S. Bernstein
Michael S. Bernstein, as receiver for Dedora
Date: 6/15/04

Directi-Dodora Management Agreement

This agreement is between Michael S. Bernstein, in his capacity as receiver for Dodora Unified Communications, Inc., in Cause No. CC-03-3182-E in County Court at Law Number Five, Dallas County, Texas, USA; Compana, LLC v. Dodora Unified Communications, Inc. and Direct Information Private Limited (hereinafter referred to as "LogicBoxes"). This agreement contains and incorporates the terms of the Directi - Dodora Partner Agreement entered into by the parties at or about the same date.

This agreement is subject to Court Approval in cause number CC-03-3182-E in County Court at Law Number Five, Dallas County; Compana, LLC v. Dodora Unified Communications. This agreement terminates when the judgment in Cause No. CC-03-3182-E is satisfied or settled.

LogicBoxes is currently powering over 6 ICANN Accredited Registrars - Directi.com, Signdomains.com, NameShare, Name Intelligence, esoftWiz, Name King and many others currently in the pipeline.

In case of Dodora, LogicBoxes will be able to offer a complete platform to allow Dodora to carry out their business as is. Here is a brief outline proposal of the process LogicBoxes will be following for this -

Dodora's Responsibility

1. Verisign will provide to LogicBoxes a list of Domain Names which Dodora is maintaining to the extent known to the receiver and with as much information as can be provided by Verisign.
2. Dodora will provide to LogicBoxes as much information of the Customer as is available to them
3. Dodora acknowledges that LogicBoxes will redirect the Dodora website and all communication to Dodora, to an appropriate destination, in order to allow LogicBoxes to provide the services under this contract. Dodora gives all necessary permissions and will cooperate with LogicBoxes to allow LogicBoxes to effectuate all services under this contract. Dodora will also give LogicBoxes required authorization and authentication information to connect to the Registry as well as communicate with the Registry on Dodora's behalf

... will fees that it owes to KAM.

... will not charge anything for dep...
... Dodora

...

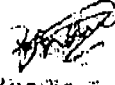
... and Dodora may terminate this agreement with ... 90) days
...

Jurisdiction

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of Mumbai, India, applicable thereto without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in a court in Mumbai, India.

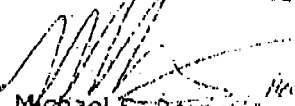
LogicBoxes reserves the right to enforce the law in the Country/State/District where the Registered/Corporate/Branch Office, or Place of Management of Dodora is situated as per the laws of that Country/State/District.

For LogicBoxes


Bhavin Tarakhia
CEO

Dated: June 2004

For Dodora Unified Computer Services, Inc.


Michael S. Bernstein, President

June 15, 2004

No. CC 03-3182-E

Compana LLC

vs.

Dodora Unified Communications, Inc.

In The County Court

At Law Number Five Of

Dallas County, Texas

Agreed Order Closing Receivership

IT IS ORDERED that this receivership be and the same hereby is terminated; and that the receiver be, and he is released and discharged from all obligations under his bond and under this receivership;

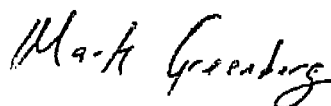
ORDERED that the Receiver's Motion To Approve Contracts is hereby denied as moot;

ORDERED that all actions taken by the receiver during the pendency of the receivership are APPROVED in all respects;

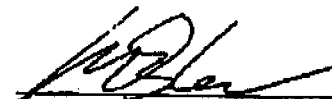
ORDERED that all funds on deposit with the receiver as of 11/30/04 (\$21,710.12) shall be distributed to the Receiver as additional approved receiver's fees and to Mark Blenden as per their agreement;

ORDERED that the Clerk of the Court immediately release and pay the sum of \$100.00 which is being held as a cash bond in the registry of this court, to The Blenden Law Firm, P.O. Box 560326, Dallas, Texas 75356. The Clerk may deduct its statutory fee.

This ORDER terminates any levy or attachment not already released by the receiver.

SIGNED ON December 13, 2004Mark Greenberg, Judge Presiding

AGREED:

Randal C. Shaffer, Attorney for
Dodora Unified Communications, Inc.Mark P. Blenden, Attorney for
Compana L.L.C.
12/17/04
Michael S. Bernstein, Receiver

NO. 04-10337-E

DODORA UNIFIED
COMMUNICATIONS, INC.,

Plaintiff,

v.

COMPANA, L.L.C.,

Defendant.

§
§
§
§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW NO. 5

DALLAS COUNTY, TEXAS

AGREED ORDER OF DISMISSAL

The Court, having been advised that the parties jointly wish to have this suit dismissed with prejudice, finds that this matter should be dismissed with prejudice.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that all claims asserted in this cause are hereby dismissed with prejudice to the re-filing of same.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear its own costs.

SIGNED this 13 day of December, 2004.


Mark Greenberg

JUDGE PRESIDING

AGREED AS TO FORM:



Randal C. Shaffer
Counsel for Plaintiff

 12/13/04

Mark Blenden
Counsel for Defendant

Michael S. Bernstein, P.C.

Attorney at Law, Receiver

1301 Northwest Highway, Suite 204 Garland, Texas 75041-5896 • (972) 271-2700 Office • (972) 271-1818 Fax

December 14, 2004

Bhavin Turakhia
Direct Information Private Limited
102 Osia Friendship
4th Gaothan Lane
Mumbai 400 053 India

via fax to 320 / 210-5146
faxing this page

RE: Receivership in Cause No. CC-03-3182-E in County Court at Law Number Five, Dallas County; *Compana, LLC v. Dodora Unified Communications*

MyFile No. 2148b

Dear Bhavin:

The Court has closed the receivership. The order closing the receivership specifically releases any liens or levy placed by the receiver. By this letter, I am also releasing any liens or levies on property or property rights of Dodora Unified Communications, Inc.

The receivership is closed and my role, duties, and obligations are concluded.

Control should be returned to Dodora. Any money remaining due to Dodora under the contracts should be paid to Dodora.

Thank you very much for your guidance and technical assistance throughout this case.

Very truly yours,



Michael S. Bernstein, Receiver

c: Mark P. Blenden, Esq., via fax to 817 / 267-1992; your file No. 23028

c: Randy C. Shaffer, Esq., via fax to 214 / 720-9910

NetworkSolutions

FREE OFFERS

WHOIS

VIEW ORDER

CUSTOMER SERVICE

ACCOUNT MANAGE

HOME

REGISTER
A DOMAIN

CREATE A
WEB SITE

BUY
E-MAIL

PURCHASE
HOSTING

PROMOTE
YOUR SITE

GROW YOUR
BUSINESS

TRANSFER
YOUR DOMAIN

Private Registration

Protect your privacy from spammers and telemarketers

WHOIS SEARCH RESULTS

BUY THE AVAILABLE DOMAIN
FOR THIS DOMAIN NAME

harponit
harponit
harponit
harponit
harponit
harponit
harponit
harponit
harponit
harponit
harponit
harponit
harponit

WHOIS RECORD FOR

harponit.com

IMAGE NOT
AVAILABLE

[Certified Offer Service - Make an offer on this domain](#)

[Backorder - Try to get this name when it becomes available](#)

[Similar Names - See suggested alternatives for this domain](#)

HARPONIT.COM is not registered by us.

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

[Show underlying registry data for this record](#)

Current Registrar: DIRECT INFORMATION PVT. LTD., DBA DIRECTI.COM
IP Address: 65.39.211.127 (ARIN & RIPE IP search)
IP Location: CA(CANADA)-BRITISH COLUMBIA-PARKSVILLE
Record Type: Domain Name
Server Type: Apache
Lock Status: ACTIVE
Web Site Status: Active
DMOZ no listings
Y! Directory: see listings
Secure: No
E-commerce: No
Traffic Ranking: Not available
Data as of: 08-Jun-2004

SEARCH AGAIN

Enter a search term:

e.g. networksolutions.com

Search by:

- ☒ Domain Name
☐ NIC Handle
☐ IP Address

SEARCH

RELATED CATEGORIES

Harmonica Case Harp
 Blues Harp
 Purchase Harp
 Salvi Harp

NetworkSolutions®

[FREE OFFERS](#)

[WHOIS](#)

[VIEW ORDER](#)

[CUSTOMER SERVICE](#)

[ACCOUNT MANAGE](#)

[HOME](#)

[REGISTER
A DOMAIN](#)

[CREATE A
WEB SITE](#)

[BUY
E-MAIL](#)

[PURCHASE
HOSTING](#)

[PROMOTE
YOUR SITE](#)

[GROW YOUR
BUSINESS](#)

[TRANSFER
YOUR DOMAIN](#)

Private Registration

Protect your privacy from spammers and telemarketers

WHOIS SEARCH RESULTS

[BUY THE AVAILABLE DOMAIN FOR THIS DOMAIN NAME](#)

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

tcmusictogether...

WHOIS RECORD FOR

tcmusictogether.com

IMAGE NOT
AVAILABLE

[Certified Offer Service - Make an offer on this domain](#)

[Backorder - Try to get this name when it becomes available](#)

[Similar Names - See suggested alternatives for this domain](#)

TCMUSICTOGETHER.COM is not registered by us.

The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

[Show underlying registry data for this record](#)

Current Registrar: DIRECT INFORMATION PVT. LTD., DBA DIRECT1.COM
IP Address: 67.15.35.16 (ARIN & RIPE IP search)
IP Location: US(UNITED STATES)-NEW JERSEY-HIGHTSTOWN
Record Type: Domain Name
Server Type: Apache
Lock Status: ACTIVE
Web Site Status: Active
DMOZ: no listings
Y! Directory: see listings
Secure: No
E-commerce: Yes
Traffic Ranking: Not available
Data as of: 08-Jun-2004

[SEARCH AGAIN](#)

Enter a search term:

e.g. networksolutions.com

Search by:

☒ Domain Name

☐ NIC Handle

☐ IP Address

SEARCH

[RELATED CATEGORIES](#)

music
 buy music
 record labels
 record label

NetworkSolutions®

FREE OFFERS

WHOIS

VIEW ORDER

CUSTOMER SERVICE

ACCOUNT MANA

HOME

REGISTER
A DOMAIN

CREATE A
WEB SITE

BUY
E-MAIL

PURCHASE
HOSTING

PROMOTE
YOUR SITE

GROW YOUR
BUSINESS

TRANSFER
YOUR DOMA

Private Registration

Protect your privacy from spammers and telemar

WHOIS SEARCH RESULTS

WHOIS RECORD FOR

thebirthdayclub.net

IMAGE NOT
AVAILABLE

Certified Offer Service - Make an offer on this domain

Backorder - Try to get this name when it becomes available

Similar Names - See suggested alternatives for this domain

THEBIRTHDAYCLUB.NET is not registered by us.
 The previous information has been obtained either directly from the registrant or a registrar of the domain name other than Network Solutions. Network Solutions, therefore, does not guarantee its accuracy or completeness.

Show underlying registry data for this record

Current Registrar: DIRECT INFORMATION PVT. LTD., DBA DIRECTI.COM
IP Address: 67.15.35.16 (ARIN & RIPE IP search)
IP Location: US(UNITED STATES)-NEW JERSEY-HIGHTSTOWN
Record Type: Domain Name
Server Type: Apache
Lock Status: ACTIVE
Web Site Status: Active
DMOZ no listings
Y! Directory: see listings
Secure: No
E-commerce: No
Traffic Ranking: 2
Data as of: 08-Jun-2004

TRY THE AVAILABLE BY
FOR THE DOMAIN NAME

thebirthdayc...

thebirthdayc...

thebirthdayc...

thebirthdayc...

thebirthdayc...

thebirthdayc...

thebirthdayc...

thebirthdayc...

thebirthdayc...

thebirthdayc...

SEARCH AGAIN

Enter a search term:

e.g. networksolutions.c

Search by:

- ☒ Domain Name
- ☐ NIC Handle
- ☐ IP Address

SEARCH

RELATED CATEGORIES

birthday

birthday gifts

birthday gift

birthday presents

birthday present

happy birthday

birthday present ideas

birthday party

>
> Dear Dodora,
>
> I am writing this letter as a representative of Explorer, a.s.
> company. We
> had established a relationship with you in the past and had
> registered many
> domains through your registrar API. Not a long ago your company
> seemed to
> encounter some problems and the management of all our domains was
> transfered to DirectI company. Now, however, we are unable to
> manage our domains at
> all, as DirectI has stopped providing us their API for our Dodora-
> registered domains and until now we've been unable to find any way
> to manage these
> domains on your website.
> We would like to know whether you are going to provide us with any
> way to
> manage our domains, and if so, then when and how?
> Thank you for the information.
>
> Best regards,
>
> _____
> Miroslav Cvach
> System Administrator/Helpdesk
>
> Explorer, a. s.
> Budejovicka 1123/13
> 140 00 Prague 4
> Czech Republic
>
> t: +420 2 4173 2103
> f: +420 2 4173 4614
> e: cvach@explorer.cz
> w: <blocked::" target="1">http://www.explorer.cz/>
> http://www.explorer.cz_____

Joyce Corey wrote:

Ron -

Taryn just returned from his travels this morning. I have discussed it with him and have touched Base with our legal counsel. We want to ensure that we are in accord with any agreements or court directives.

Please rest assured that no payments will be issued to either Directi or Dodora until we are certain who should be receiving the funds and for which time periods.

Either Taryn or myself will have an answer for you next week at the latest.

Joyce

-----Original Message-----

From: Ron Garraud [<mailto:rgarraud@ieee.org>]

Sent: Friday, December 17, 2004 12:59 PM

To: Joyce Corey

Cc: Len Bayles

Subject: Dodora EQR Payment

Hello Joyce,

I left you a voicemail this morning and I wanted to follow up with you over email. What is the status of Dodora EQR payment for this month?

Thanks!

Ron

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS DODORA UNIFIED
COMMUNICATIONS, INC.

(b) County of Residence of First Listed Plaintiff ESSEX
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number) 617-720-2626
Nicholas B. Carter, Raymond P. Ausrotas
TODD & WELD LLP, 28 State Street, Boston, MA
02109

DEFENDANTS DIRECT INFORMATION PVT. LTD.,
LOGICBOXES, WEBHOSTING.INFO, TRANSECUTE (I)
PVT. LTD., APPENDIX B CIVIL COVER SHEET
RESELLERSRS, INC. and ANSWERABLE, INC.,
COLLECTIVELY d/b/a "DIRECTI.COM"

County of Residence of First Listed
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

05 100 16 NMG

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- G 1 U.S. Government Plaintiff
G 2 U.S. Government Defendant
G 3 Federal Question (U.S. Government Not a Party)
☒ Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State G 1 DEF G 1 Incorporated or Principal Place of Business In This State ☒ DEF G 4
Citizen of Another State G 2 G 2 Incorporated and Principal Place of Business In Another State G 5 ☒
Citizen or Subject of a Foreign Country G 3 G 3 Foreign Nation G 6 G 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
G 110 Insurance G 120 Marine G 130 Miller Act G 140 Negotiable Instrument G 150 Recovery of Overpayment & Enforcement of G 160 Medicare Act G 152 Recovery of Defaulted Student Loans (Excl. Veterans) G 153 Recovery of Overpayment of Veteran's Benefits G 160 Stockholders' Suits G 190 Other Contract G 195 Contract Product Liability	PERSONAL INJURY G 310 Airplane G 315 Airplane Product Liability G 320 Assault, Libel & Slander G 330 Federal Employers' Liability G 340 Marine G 345 Marine Product Liability G 350 Motor Vehicle G 355 Motor Vehicle Product Liability G 360 Other Personal Injury	PERSONAL INJURY G 362 Personal Injury--- Med. Malpractice G 365 Personal Injury --- Product Liability G 368 Asbestos Personal Injury Product Liability G 370 Other Fraud G 371 Truth in Lending G 380 Other Personal Property Damage G 385 Property Damage Product Liability	G 422 Appeal 28 USC 158 G 423 Withdrawal 28 USC 157 PROPERTY RIGHTS G 820 Copyrights G 830 Patent G 840 Trademark SOCIAL SECURITY G 861 HIA (1395ff) G 862 Black Lung (923) G 863 DIWC/DIWW (405(g)) G 864 SSID Title XVI G 865 RSI (405(g)) FEDERAL TAX SUITS G 870 Taxes (U.S. Plaintiff or Defendant) G 871 IRS—Third Party 26 USC 7609	G 400 State Reapportionment G 410 Antitrust G 430 Banks and Banking G 450 Commerce/ICC Rates/etc. G 460 Deportation G 470 Racketeer Influenced and Corrupt Organizations G 810 Selective Service G 850 Securities/Commodities/Exchange G 875 Customer Challenge 12 USC 3410 G 891 Agricultural Acts G 892 Economic Stabilization Act G 893 Environmental Matters G 894 Energy Allocation Act G 895 Freedom of Information Act G 900 Appeal of Fee Determination Equal Access to Justice G 950 Constitutionality of State Statutes G 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
G 210 Land Condemnation G 220 Foreclosure G 230 Rent Lease & Ejectment G 240 Torts to Land G 245 Tort Product Liability G 290 All Other Real Property	G 441 Voting G 442 Employment G 443 Housing/Accommodations G 444 Welfare G 440 Other Civil Rights	G 510 Motions to Vacate Sentence Habeas Corpus: G 530 General G 535 Death Penalty G 540 Mandamus & Other G 550 Civil Rights G 555 Prison Condition		

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- ☒ Original Proceeding G 2 Removed from State Court G 3 Remanded from Appellate Court G 4 Reinstated or Reopened G 5 Transferred from another district (specify) G 6 Multidistrict Litigation G 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Action to recover internet domain name property wrongfully converted by Defendants.

VII. REQUESTED IN COMPLAINT: G CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes G No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE

DOCKET NUMBER

DATE 1-5-05 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only) Dodora Unified Communications, Inc. v. Direct Information PVT. LTD., et al.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

☐ I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.

☐ II. 195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950. *Also complete AO 120 or AO 121 for patent, trademark or copyright cases

☒ III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.

☐ IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.

☐ V. 150, 152, 153.

05 10016 NMG

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

N/A

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES ☐ NO ☒

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES ☐ NO ☒

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES ☐ NO ☐

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES ☐ NO ☒

7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).

YES ☒ NO ☐

A. If yes, in which division do all of the non-governmental parties reside?

Eastern Division ☒ Central Division ☐ Western Division ☐

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division ☐ Central Division ☐ Western Division ☐

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES ☐ NO ☐

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Nicholas B. Carter, Esq., Raymond P. Ausrotas, Esq.

ADDRESS TODD & WELD LLP, 28 State Street, 31st Floor, Boston, MA 02109

TELEPHONE NO. (617) 720-2626